

# JD SPORTS

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## ATHLETIC AGREEMENT

All prices are in US Dollars

This agreement made and entered in on Monday, February 11<sup>th</sup>, 2019 by and between the authorities of JD Sports of 2913 Ernest-Hemingway, Montreal, Quebec, Canada (hereafter JDS) and The University of South Florida (hereafter USF) stipulates:

### Section 1 – Description

Contract is for Men's foreign tour (hereafter TOUR) on **August 3<sup>rd</sup> to August 9<sup>th</sup>, 2019.**

The price is based on 27 persons. In the case of any changes to the number of persons attending the TOUR, the price will be adjusted to the final balance.

Your games will be against University teams. Schedule will be approved by USF coaching staff. Total number of games will be 4.

**Price:** \$83,900.00 US dollars

**Hotel nights:** 6

**Description:** Montreal, Ottawa (Canada)

### Section 2 – JDS responsibility

JDS will provide for

1. 4 games against University teams.
2. First class hotel accommodations for 6 nights (11 rooms' double-occupancy, 4 rooms' single-occupancy and 1 junior suite).
3. 27 round trip flights Orlando-Montreal Montreal-Orlando.
4. Ground transportation 56 seat luxury coach bus.  
Practice session on day off if necessary.
5. 1 day trip to Ottawa or Quebec City to play a game against a team approved by USF coaching staff. 3 other games will be in Montreal.
6. 6 full buffet breakfasts, 3 buffet pregame meals, 4 post game meals, 3 suppers, 2 lunches for each individual on the TOUR. All meals will be discussed with USF coaching staff.
7. Officials for each game.
8. Site seeing excursions (Old Montreal, St-Joseph's Oratory, Mount-Royal Park, Parliament of Canada and Olympic Stadium, Old Quebec). Schedule for all excursions will be approved by USF coaching staff.
9. A representative of JDS will be with the team at all times.

### Section 3 – USF responsibility



USF is responsible for:

1. Payment for the TOUR package to JDS.
2. Any additional cost in order to add room(s) or change from double-occupancy to single-occupancy. Any additional cost to add flight(s) or change name(s) on airline ticket(s).
3. Securing all necessary passports, visas and other identification to enter Canada.
4. All incidentals including but not limited to phone calls, Internet usage, laundry, shopping and additional site seeing.
5. Securing travel and medical insurance for each member of the travel party.
6. Any extra requests other than the JDS responsibilities mentioned above.

#### **Section 4 – Due dates**

February 27<sup>th</sup>, 2019 - Return signed contract.

March 5<sup>th</sup>, 2019 - Pay \$27,000.00 deposit to secure flights and hotel rooms.

April 30<sup>th</sup>, 2019- Balance of payment.

Cost of tour may change if price of airline tickets changes before March 5<sup>th</sup>, 2019 payment.

#### **Section 5 – Cancellation refund**

If JDS cancels the TOUR (except as noted below), USF will receive all money paid under this contract for the TOUR in refund and will be released from all conditions for the TOUR in this contract. If it becomes necessary for JDS to cancel the TOUR for any reason beyond the control of JDS such as, but not limited to, war, civil disturbances, terrorism, transportation strikes, and natural disasters, JDS can reschedule the TOUR for the following year.

If USF must cancel the TOUR, USF will receive a refund based upon the following schedule:

**Note:** 60 days or more prior to departure: 50% of the TOUR cost.

30 to 59 days prior to departure: 35% of TOUR cost.

15 to 29 days prior to departure: 25% of the TOUR cost.

14 days or less prior to departure: no refund

In order to cancel, USF must notify JDS in writing of its intention. The date that the letter of intent to cancel is received is the date that will be used to calculate the refund.

USF must pay \$1,000 if it cancels a game on the itinerary within the last 30 days prior to the first TOUR date. There shall be no penalty if the game was not on an itinerary delivered to USF at least 45 days prior to the TOUR.

#### **Section 6 – Entire Agreement**

This Agreement contains the entire understanding of the parties and there are no commitments, agreements, or understandings between the parties other than those expressly set forth herein. This agreement shall not be altered, waived, modified, or amended except in writing signed by the parties hereto.

#### **Section 7 – Notices**

Any and all notices herein shall be in writing and shall be sent by certified mail, return receipt requested.



Please sign and return the enclosed copy, which will serve as a working contract.

Client: University of South Florida

Athletic Director: Michael Kelly

Signature: Mil Kelly

Date: 2-26-19

Client: JD Sports

Name: John Dangelas, President

Signature: [Signature]

Date: Feb 25 / 2019

[Signature]